

CARBON COUNTY RECREATION

Cross Country Skiing Acknowledgement of Risk and Liability Waiver

IMPORTANT: THIS IS A LEGAL DOCUMENT

Please read and understand this document before signing.

If you have any questions please ask us or consult an attorney

CARBON COUNTY RECREATION has done everything possible to assure that our students and guests have a rewarding experience. We wish to inform our guests that winter outdoor activities are not risk free. The same elements that contribute to the unique character and fun of cross country skiing and other winter outdoor activities such as the physical exertion or the cold and snow can cause loss or damage to equipment, injury, illness, or in extreme cases, permanent trauma or death. We do not want to heighten or reduce your enthusiasm for the experience, but we do want you to know in advance what to expect, and to be informed of the some of the possible risks. We ask that you read this, sign it, and return it to our office.

ACKNOWLEDGMENT OF RISK

I understand that I will be using cross country skis that I am probably unfamiliar with and may not fully understand. I agree to ask adequate questions concerning the use of the and the operation of cross country skis. I understand that using such skis in these conditions creates a higher risk of equipment failure. I agree to not hold the **CARBON COUNTY RECREATION** liable for any failure of the equipment to work under these conditions. I also understand and agree not to sue **CARBON COUNTY RECREATION** for any equipment failure, breakage or malfunction of the equipment.

Travel by foot is over rugged, unpredictable trail and off-trail terrain, including boulder fields, downed timber, river crossings, high mountain passes, snow and ice, steep slopes, and slippery rocks. Risks include collisions, falling, and others usually associated with such travel.

Falling and rolling rock: lightning, avalanches, and unpredictable forces of nature, including weather that may change to extreme conditions without notice. Additional risks are hypothermia, frostbite, high altitude illness, sunburn, heatstroke, dehydration, and other mild or serious conditions.

Decisions are made by the instructors, guides and participants in a wilderness setting, based on a variety of perceptions and evaluations which by their nature are imprecise and subject to errors in judgment. Participants may have free and unsupervised time. Throughout the program, participants are responsible for their own safety and for the safety of other members of their group.

I understand the activity, which I am undertaking, includes a high degree of risk to Hypothermia. Hypothermia is the name for a medical condition where the core body temperature drops to a point that the body is unable to maintain and heat itself. Hypothermia can quickly result in death. I am adequately dressed to withstand the cold temperatures and participate in this sport.

I understand that I may be subject to high altitudes. I understand that this can cause shortness of breath altitude sickness, nausea, edema, and other severe or disabling illness.

It is also possible that some participants would suffer mental anguish or trauma from the experience or their injuries.

This list is not an exclusive or exhaustive list of possible injuries, trauma or accidents that may occur while alpine snowshoeing. Most of these injuries are rare and you are not likely to encounter them. However they have occurred and you need to know about them and other possible injuries not mentioned above. These injuries occur more often when the participants are using drugs or alcohol or not physically able to undertake the activity.

I certify that my family, including minor children and myself are fully capable of participating in cross country skiing program I state that I have read the above statement on some of the possible risks in this activity. Therefore, I assume full responsibility for myself, my family, including minor children, for bodily injury, death and loss of personal property and any expenses as a result of my negligence, negligence of my family, or the negligence of **CARBON COUNTY RECREATION** I also understand that **CARBON COUNTY RECREATION** reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in a cross country ski program. I am in good physical condition and able to undertake this activity.

CONTRACT, WAIVER, RELEASE AND INDEMNIFICATION

I agree to indemnify and hold harmless **CARBON COUNTY RECREATION** their agents and employees from all claims, damages, losses, injuries and expenses arising out of or resulting from participation in these activities. I further agree to release, acquit and covenant not to sue **CARBON COUNTY RECREATION**, their agents and employees for all actions causes of action claims or damages, damages in law or remedies in equity of whatever kind, including the negligence of **CARBON COUNTY RECREATION** or my family, myself, or my heirs, against **CARBON COUNTY RECREATION** arising out of participation in this program. In short, I cannot sue **CARBON COUNTY RECREATION** and if I do I cannot collect any money.

I agree to the site of any lawsuit and the law governing any such lawsuit shall be Utah and governed by Utah law. The terms of this agreement shall continue and be in effect after the ski trip has ended.

As liquidated damages, I hereby agree that if **CARBON COUNTY RECREATION** is forced to defend any action, lawsuit or litigation by myself, my executors, or my heirs, on my family's or my behalf, my heirs or executors and I agree to pay **CARBON COUNTY RECREATION** costs and attorney fees if they successfully defend such action, lawsuit or litigation. Should a court of competent jurisdiction declare any paragraph or part of this agreement unenforceable, the remaining parts or paragraphs shall remain in full force and effect. A copy of this release can be used as if it was an original.

I authorize and release to **CARBON COUNTY RECREATION** the use of my image in any photograph or video recording for any purpose of **CARBON COUNTY RECREATION**.

I have adequate health, disability and life insurance for my family and myself.

I hereby give permission for transportation to any medical facility or hospital and I authorize for any qualified guide or medical personnel to render necessary emergency medical care for my family or myself. I hereby authorize the release of any medical information in the possession of **CARBON COUNTY RECREATION** to any medical facility, hospital, ambulance, first aid provider, first aid service, doctor, nurse or other such person rendering care on my behalf. I hereby waive any action or claim against **CARBON COUNTY RECREATION** or any health care provider, hospital, doctor, nurse or first aid provider for the release of this medical information.

I, _____, of my own free will, for my family, my minor children, my heirs and executors and myself, have read, understand and acknowledge the risks and liability for myself, this _____ day of _____ 20_____.

☐ By checking this box, I indicate that my family and I have previous cross country skiing experience.

☐ I have no medical condition that would prevent our participation in this activity except:

I have read and understood this agreement.

PARTICIPANT SIGNATURE

PRINTED NAME

ADDRESS

PHONE: [_____] _____

IN CASE OF EMERGENCY PLEASE CONTACT:

PHONE: _____

I CARRY MEDICAL INSURANCE? YES _____ NO _____ GROUP NUMBER: _____

NAME OF PROVIDER: _____